

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

REBECCA HEICHEL, Individually and as
Parent and Natural Guardian of MAKAYLA
MILLER, a Minor,

Plaintiffs,

v.

MARRIOTT, MARRIOTT
INTERNATIONAL, INC., MARRIOTT
MARQUIS WASHINGTON D.C.,
HENSEL PHELPS CONSTRUCTION CO.,
COOPER CARRY, INC.,
CAPSTONE DEVELOPMENT, LLC, and
QUADRANGLE DEVELOPMENT CORP.,

Defendants.

CIVIL ACTION

NO. 2:18-cv-01981-WB

**STIPULATION OF SUBSTITUTION AND
DISMISSAL AS TO LESS THAN ALL PARTIES**

AND NOW, this 6th day of June, 2018, it is hereby STIPULATED and AGREED by and between Plaintiff Rebecca Heichel, Individually and as parent and natural guardian of Makayla Miller ("Plaintiffs"), Defendants, Marriott, Marriott International, Inc., Marriott Marquis Washington D.C., Capstone Development, LLC, and Quadrangle Development Corp. (collectively "Marriott Defendants"), Defendant Hensel Phelps Construction Co. ("Hensel") and Defendant Cooper Carry, Inc. ("Cooper")(collectively, the "Parties"), through their undersigned counsel as follows:

1. Whereas the Marriott Defendants, including Marriott Hotel Services, Inc., agree, warrant and represent that:

(a) Marriott Hotel Services, Inc. was in possession and control of the hotel premises where Plaintiff Makayla Miller (a minor) allegedly fell on September 2, 2017.

(b) Marriott Hotel Services, Inc. was responsible for the maintenance and care of the hotel premises where Plaintiff Makayla Miller (a minor) allegedly fell on September 2, 2017.

(c) Marriott Hotel Services, Inc. agrees, warrants, and represents that Marriott Hotel Services, Inc. hired, retained, and/or employed all individuals who were responsible at all relevant times for inspecting, maintaining, and caring for the premises where Plaintiff Makayla Miller (a minor) allegedly fell on September 2, 2017.

2. Now therefore, in reliance upon the above agreement, warranties, and representations, the Parties agree to the substitution of Marriott Hotel Services, Inc. ("Substitute Defendant") for Defendants Marriott, Marriott International, Inc., Marriott Marquis Washington D.C., Capstone Development, LLC, and Quadrangle Development Corp. in the above captioned action ("Replaced Defendants").

3. The Parties further agree to the dismissal without prejudice of the Replaced Defendants from the above captioned action and shall be removed from the caption.

4. This Stipulation does not constitute an admission or implication that any of the claims or defenses by and among the Parties in connection with this matter are valid or not valid. By entering into this Stipulation, none of the Parties shall be deemed to have:

(a) made any admission against their or its respective interests, other than stated in this Stipulation;

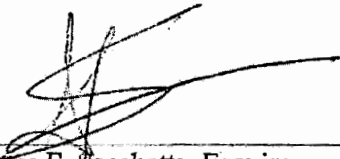
(b) admitted any alleged liability, wrongdoing or violation of any rule, regulation or statute; or

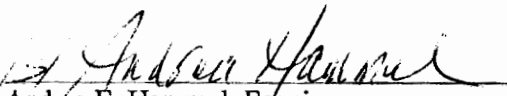
(c) waived any claims or defenses, however denominated, other than the defenses waived by this Stipulation;

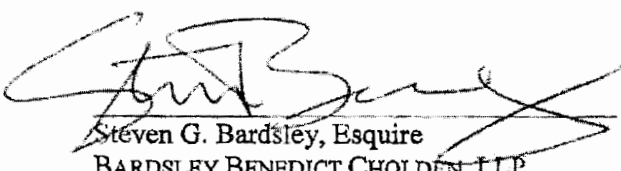
5. The terms of this Stipulation are binding upon each party and their respective insurers, reinsurers, estates, assigns, subsidiaries, successors, and predecessors.

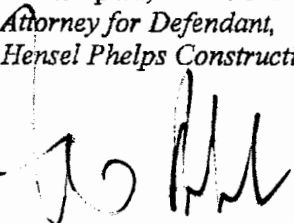
6. The Parties agree that this Stipulation can be signed by counsel for the Parties and the Parties further warrant and represent that their counsel are authorized to bind the Parties by counsels' signature.

7. This Stipulation may be executed in counterparts, and it may be executed by fax, pdf, or electronic signature, all of which together shall constitute one and the same instrument.



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*Attorney for Defendant,
Hensel Phelps Construction Co.*


Dated: 6/7/2018

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5. The terms of this Stipulation are binding upon each party and their respective insurers, reinsurers, estates, assigns, subsidiaries, successors, and predecessors.

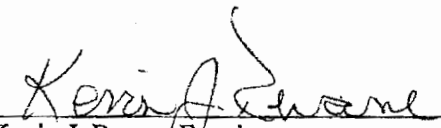
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